

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT, made this 29 day of July, 2004 by and between Santa Rosa County School District (hereinafter called the "Client") and Joy Frank & Associates, P.A. (hereinafter called the "Consultant").

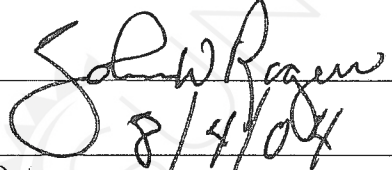
In consideration of the mutual agreements herein contained, the parties agree as follows:

1. The Client does retain the Consultant to provide lobbying services at all Florida legislative sessions and before any committees and agencies from July 1, 2004 and ending on June 30, 2005.
2. The Consultant agrees to render the following services:
 - A. Provide general lobbying services necessary or proper for the advancement of the interests of the Client to the extent required by such Client and agreed to by the Consultant and designated as responsibilities to be assumed by the Consultant.
 - B. The Consultant shall assist the Client with the process of adopting positions on legislative and executive branch policies as determined by the Client.
 - C. The Consultant assumes full responsibility for preparation and timely submission of reports required from the Consultant by the Joint Office on Lobby Registration of the Florida Legislature and reports relating to executive agency lobbying by the Commission on Ethics.
 - D. It is understood that the Consultant may also provide lobbying services and legal services for other Clients during the term of this agreement. The Consultant, however, will not undertake any responsibilities or engage in any activities, which reasonably conflict with the interests of the Client. The Consultant shall disclose to the Client in writing any situation that may reasonably present a conflict of interest. The Client and Consultant will mutually attempt to resolve any perceived or apparent conflict of interest. If a mutual agreement cannot be achieved regarding the resolution of any conflict of interest, the Client or the Consultant will have the right to terminate this agreement.
 - E. The services rendered by the Consultant shall be limited to lobbying services and will not include specific legal services. If the Client requires specific legal services, a new contract will be negotiated or the Client shall seek separate legal counsel.

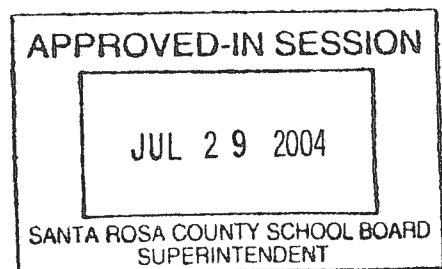
- F. The Client shall pay to the Consultant as compensation for the services to be performed the sum of \$11,000. Such compensation is due in one lump sum to the Florida Association of District School Superintendents, Inc. upon execution of this contract for distribution to the Consultant in equal monthly installments.
- G. The compensation paid to the Consultant is inclusive of any reasonable expenses incurred in performing the tasks outlined in this contract. Reasonable expenses include necessary and reasonable costs relating to lobbyist registration, reproduction, postage, and miscellaneous expenses directly related to lobbying activities. Expenses also include the cost of travel and related expenses to the school district and any other travel outside of Tallahassee requested by the Client. However, should these expenses exceed a total of \$1,000, the Consultant and Client shall negotiate a separate expense reimbursement.
- H. Either party may terminate this contract. Notice of termination will be provided in writing 30 days prior to the termination date, stating the reason for termination. Should the Client terminate this contract, the Client shall be relieved and released of its obligations to make further payments to the Consultant effective upon the termination date. If such termination should occur prior to the last day of the month, the Client shall pro-rate its payment to the Consultant.

IN WITNESS WHEREOF, the parties agree to the above conditions.

SANTA ROSA COUNTY SCHOOL DISTRICT



Date 8/4/04



JOY FRANK & ASSOCIATES, P.A.

Date